



Law Offices of Pope and Dunn
Attorneys at Law
77 Water St.
New York, NY 10005
646-308-1416

August 10, 2017

Re: Engagement Agreement for Legal Retainer

Dear Sam Sharma of Centra Tech,

This letter will serve as an act of engagement to confirm that you have retained this firm as counsel in connection for the below services, and to confirm the fee arrangement that will be used for this matter.

- Review of All Terms and Policy Documentation
- Advisement on Current Cryptocurrency SEC Regulations
- Introduction of Counsel and Revision of Policy

Fees for Service - Our billing practice is to either charge for our service based on the number of hours devoted to the matter or by a fixed rate proposed. In special circumstances, additional hours may be billed on top of a fixed rate. Clarification and approval will be gained before any additional hours will be billed. The hourly guideline rates are based upon experience, expertise and standing within the legal community. All time dedicated to your matter is recorded by the attorneys, paralegals and inner staff. The hourly rate for our firm partners is \$650, with special circumstances allowing for a rate of \$365 or \$120 an hour. This will be noted within the context of this agreement.

Pope & Dunn Law, PLLC reserves the right to withhold the release of any documentation, information or counsel findings which it develops during the course of the service delivery in the event that Client has failed to pay for services rendered and costs incurred. All invoices are due upon receipt.

Out-of-Pocket Costs and Disbursements - In the normal course of our representation, we may incur certain ordinary expense items, such as long distance telephone charges, legal research, government registration or filing fees, overtime, etc. In such circumstances, we will reflect such charges on the regular monthly statement following your consent. Under certain circumstances the firm may require the client to provide certain sums in advance before we incur them.

Statements - All fixed price projects will be due upon receipt. Certain circumstances may allow for a 50/50 cost split. 50% due at the time of initial retainment, and then 50% due at the time of completion. All additional or hour based costs will be billed at the end of the month.

Our fee structure is based upon the premise that all statements are due and payable upon receipt, but in any event, no later than (15) days thereafter. If payments are delayed beyond that time, common practices of recovery will begin.

RIGHTS AS CLIENT:

1. To be informed about any important developments in the service rendered.
2. To be consulted before any significant decision is made on my behalf. The legal team will abide by my decision with respect to objectives, subject to ethical and legal obligations.
3. I have the right to know the qualifications of the staff assisting me.
4. I have my right to withdraw my request for a solution at any time.
5. For all conversations written or verbal, to be spoken in complete confidentiality.
6. All matters in discovery to be logged in confidentiality. If consultant ends representation, all matters of discovery will be destroyed.

AS A CLIENT, I HAVE THE FOLLOWING RESPONSIBILITIES:

1. To voluntarily give all information regarding my relevant problem history, and respond truthfully to all questions asked by the team, furnish all documents requested, and otherwise reasonably cooperate with my attorney or consultant.
2. To keep the consultant handling my solution informed of all relevant developments.
3. To keep all appointments with my consultant or provide 24 hours in advance to cancel an appointment.

COST STRUCTURE: \$5000.00 for matters totaling 15 hours reserved. Any additional hours billed at a rate of \$120.00.

Dated: 8/10/2017

CLIENT: Centra Tech

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LAW OFFICE OF POPE AND DUNN, PLLC:

By: _____